THE HON'BLE MR. JUSTICE

V.V.S. RAO

W.P.No. 20762 of 2005

Dated: Monday, the 17th day of October, 2005

Between:-

Smt. S. Iqbal Unnisa

--Petitioner

And

The Government of Andhra Pradesh, rep., by its Secretary, Municipal Administration, Secretariat, Hyderabad and another.

--Respondent (s)

This Court, at the stage of admission, made the following:

Oral order:-

In the auction conducted by the 2nd respondent-Municipality on 20-01-2005 for leasing out the right to collect market fee in the weekly shandy, the petitioner, who had given the bid at Rs. 15,75,000-00, became the highest bidder and was awarded the contract. The same is valid up to 31-03-2006. It appears that on the eastern side of the weekly shandy, Municipality owns 30 old shops. The 2nd respondent proposed to develop the market under I.D.S.M.T Scheme and demolished the shops on the eastern side of the shandy. Aggrieved by the same, the petitioner made a representation to the 2nd respondent on 22-07-2005, in vain. The petitioner alleges that due to the action of the 2nd respondent in demolishing the shops, the petitioner is deprived of the right to collect the market fee. Therefore, the present writ petition is filed seeking a declaration that the action of the 2nd respondent in demolishing the shops on the eastern side, is illegal and arbitrary and for a consequential direction to the 2nd respondent to compensate the loss to the petitioner.

Heard the learned counsel for the petitioner and the learned standing counsel for the 2nd respondent.

The writ petition is wholly misconceived. The petitioner has failed to show any right or any inchoate right, which can be enforced in writ petition. The right of the petitioner to collect market fee in the weekly shandy is governed by the statutory terms and conditions subject to which the right was auctioned. Condition Nos. 57 and 58 clearly stipulate that as and when the Municipality takes up developmental works under I.D.S.M.T. Scheme, the contractor shall not raise any objection. Therefore, having accepted the contract subject to the terms and conditions, the petitioner cannot be allowed to turn around and seek compensation, if the shops on the eastern side of the Shandy were already demolished. Secondly, the statutory terms and conditions also contain the schedule showing the boundaries of the market. A bare perusal of the same would show that the petitioner was conferred a contractual right to collect market fee in the area specified/delineated therein, except the area where the Municipality is about to construct 33 shops.

Learned standing counsel also brought to the notice of this court that the petitioner's representation dated 22-07-2005 has also been considered and rejected. A copy of the endorsement dated 22-07-2005 is also placed before this court. This would clearly show that the petitioner can not have any grievance, as the Municipality initiated action strictly in accordance with the terms of contract without violating any rights of the petitioner. The writ petition is, accordingly, dismissed. No costs.

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V.V.S. RAO, J

Dt. 17-10-2005

Pvks/*